

STATE OF WISCONSIN
IN ARBITRATION BEFORE
ROBERT J MUELLER

In the Matter of the Petition of

CLARK COUNTY COURTHOUSE
PROFESSIONAL UNION AFSCME
COUNCIL 40, AFL-CIO

Case 97
No. 53471 INT/ARB-7800

To Initiate Arbitration
Between Said Petitioner and

CLARK COUNTY

APPEARANCES;

FOR THE EMPLOYER:

Weld, Riley, Prenn & Ricci, S.C., Attorneys at Law, by MS. KATHRYN J. PRENN, for the Employer

FOR THE UNION:

MR. PHIL SALAMONE, Staff Representative, for the Union

BACKGROUND

On September 6, 1995, the parties exchanged their initial proposals of matters to be included in their collective bargaining agreement for the years 1996-97. On December 12, 1995, the Union filed a petition to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. On March 28, 1996, a staff member of the WERC conducted an investigation and found the parties were deadlocked in their negotiations. On April 30, 1996, a member of the Commission's staff conducted an investigation and concluded that the parties were at impasse. Final offers were submitted by the parties on June 9, 1997. The parties thereafter executed a voluntary impasse agreement which they submitted to the WERC. The WERC thereupon issued an Order Setting Aside Findings of Fact, Conclusions of Law, Certification of Results of Investigation and Order Requiring Arbitration and Order Dismissing Petition dated January 2, 1998. The parties thereupon executed a Voluntary Impasse

Agreement under which this proceedings is governed . Said AGREEMENT is attached hereto as page 2-A.

A hearing was held at Neillsville, Wisconsin. The parties were present and afforded opportunity to present such documentary evidence, testimony and argument as they deemed pertinent. Primary briefs and reply briefs were filed and exchanged through the arbitrator.

STATUTORY CRITERIA

Section 111.70 (4)(cm) 7 of the Wisconsin Statutes is attached hereto as page 2-B. The undersigned shall apply said criteria to this dispute.

AGREEMENT

This Agreement is entered into by and between Clark County ("County") and Local 546-D1, AFSCME, AFL-CIO ("Union").

WHEREAS, the parties have reached an impasse in their negotiations for a successor agreement, and

WHEREAS, the parties are desirous of reaching a resolution of the dispute,

The parties hereby agree and stipulate to the following voluntary impasse resolution procedures as authorized by §111.70(4)(cm)5, Wis. Stats.

1. Robert J. Mueller shall serve as the arbitrator.
2. The final offers before Arbitrator Mueller shall be the parties' final offers which were certified by the Wisconsin Employment Relations Commission on June 17, 1997, for a 1996-97 collective bargaining agreement.
3. Arbitrator Mueller's authority shall be limited to selecting either final offer, in total, applying the factors set forth in §111.70(4)(cm)7, Wis. Stats. Arbitrator Mueller's decision shall be final and binding.
4. All other procedural requirements of §111.70 are waived with respect to the dispute.
5. This Agreement shall be binding and effective as of the date of its execution by the parties.

ON BEHALF OF THE COUNTY

ON BEHALF OF THE UNION

By:

Anthony J. P... ..

12/24/97
Date

By:

Paul

12/29/97
Date

MUNICIPAL EMPLOYMENT RELATIONS

§111.70 (4)(cm) 7 of the Wisconsin State Statutes

7. 'Factor given greatest weight.'

In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give an accounting of the consideration of this factor in the arbitrator's or panel's decision.

7g. 'Factor given greater weight.'

In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

7r. 'Other factors considered.'

In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost of living.
- h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

ISSUE

The parties have reached agreement on all matters to be included in their two year agreement for the contract years 1996 and 1997, with the exception of the appropriate wage increase to be applied to the classification of Victim

Witness Coordinator for the second year of the two year contract, to wit; 1997

County offer:	<u>start</u>	<u>6 months</u>	<u>18 months</u>
1996	\$11.09	\$11.80	\$12.54
1997	\$11.42	\$12.15	\$12.92

Union offer:

1/1/96	\$11.09	\$11.80	\$12.54
1/1/97	\$11.42	\$11.80	\$12.54
7/1/97	\$11.57	\$12.41	\$13.38
12/1/97	\$11.92	\$12.78	\$13.78

DISCUSSION

The major point addressed and argued by both parties concerned the appropriate comparables to which comparison should be made.

THE EXTERNAL COMPARABLES

UNION POSITION

The union contends the parties have utilized a comparable pool that was first established 12 years ago by arbitrator Miller in Dec. No. 22201-A, 1985. In his decision he cited an earlier decision by arbitrator Imes in 1981 wherein she found the counties of Chippewa, Lincoln, Monroe, Pierce, Polk, Taylor and Wood to be an appropriate comparable pool involving a Clark County Social Services unit. He also cited a decision by arbitrator Flaten involving a law enforcement unit issued in 1980 wherein he found the counties of Taylor and Jackson to be the most comparable

In Miller's decision issued in 1985, he found that the counties of Chippewa, Lincoln, Monroe, Pierce, Polk, Taylor, Wood and Jackson was the appropriate comparability pool. He made such finding, "In order to maintain some consistency in the past bargaining history for use in this case and in future cases." The union contends the fact that the comparables established in 1985 by arbitrator Miller have successfully resulted in a sustained series of voluntary settlements during the subsequent 12 year period, speaks for itself to the maintenance of stable and consistent labor negotiations based on the use of an established comparative pool

COMPANY POSITION

The county points out that since 1980 the county has gone to interest arbitration ten times with various bargaining units. They contend that prior to 1990, arbitrators have varied widely in the selection of comparables. In 1980 arbitrator Flaten selected two counties (Jackson and Taylor) as comparables for a sheriff's unit. In 1981 arbitrator Imes excluded Jackson county but included the six counties the parties now agree upon plus the addition of Chippewa and Wood for a Social Services unit. Said award was followed by two consent awards. In 1984 arbitrator Kerkman issued an award but offered no comment on comparables. The next arbitration by arbitrator Miller in 1985 is the one relied on by the union. It involved the same courthouse unit as is involved in the instant dispute.

Two other decisions issued in 1985. In a unit involving the courthouse non-professionals, arbitrator Krinsky added Marathon county to the comparable

pool. In a unit involving the Social Services unit, arbitrator Fogelberg added Eau Claire county to the pool

After the 3 arbitrations in 1985, no arbitrations took place for the next five years. In 1990 the parties went to arbitration for the Sheriff's unit. The county proposed the same six counties that they have proposed in this case as the appropriate pool. The union proposed the addition of Chippewa and Wood counties, the same as they have done in this case. Arbitrator Yaffe, ruled that Chippewa and Wood counties were not appropriate for inclusion in the appropriate comparable pool. Arbitrator Malamud followed with a case involving the sheriff's unit in 1995 and held the same six county group was the appropriate pool in accordance with the findings of arbitrator Yaffe.

The county further contends the commonly recognized factors used in determining comparability, such as population and full value shows that Chippewa and Wood counties are **not** comparable. Both are much more populous and both are much higher in full value.

DISCUSSION

The matter of determining and/or selecting an appropriate comparative pool involves bringing together a number of factors. The process is far from being a fixed definitive one free from any subjective judgments or of fixed weights to be afforded the various considerations. The following is a listing of some of the most commonly referred to considerations utilized in the selection of external comparables.

1. Mutually agreed upon comparables
2. Historical external comparatives
3. Geographical proximity
4. Population
5. Full assessed value
6. Employment data
7. Income data
8. Other miscellaneous data

Presumably parties apply the normal factors applicable to comparability considerations in arriving at those mutually agreed upon comparables. Sometimes, the selection of comparables may vary from one time to another depending on the availability of settlement data at otherwise agreed upon comparables. At other times, such as in this case, the parties may disagree upon the comparable pool depending on the particular bargaining unit involved.

In this case, the county appears to base its selection of what it deems to be the most appropriate comparable pool on, (1) the mutually agreed upon comparables, (2) historical usage of comparables, (3) population, (4) full assessed value, and (5) income data.

The union appears to base its selection of Wood and Chippewa counties as additions to the mutually agreed upon pool on (1) historical usage of comparables, and (2) geographical proximity.

Examination of the counties included in the mutually agreed upon pool reveals that the parties have apparently reached consensus on the counties of Monroe, Polk, Pierce, Lincoln, Taylor and Jackson primarily on the basis of population, full value of taxable property, and average total income per tax filer. Population of the comparables varies from a low of 17,098 to a high of 38,024. Clark County is at 32,185. (Er. Ex. 11) Clark County ranks about in the mid point of the six comparables as to full value (Er. Ex. 13) Average total income runs from a low in Clark County at \$21,342 to a high in Pierce County of \$29,976. (Er. Ex. 12)

It would also appear that the parties have placed a priority on those factors to reach consensus of using such counties as comparables as opposed to the consideration of geographical proximity. Only two of the six counties are contiguous to Clark County, ie; Taylor and Jackson. Polk and Pierce counties are far removed in distance from Clark County. Monroe and Lincoln counties are also separated from Clark County by the intervening counties of Taylor and Jackson. Four other counties are contiguous to Clark County, ie; Chippewa, Wood, Marathon and Eau Claire. Neither party contends Marathon or Eau Claire counties are comparable. Apparently they have mutual agreement on such fact They do not agree on the inclusion of Chippewa or Wood counties, however. The union contends they should be part of the pool, the county contends they should not be included.

Those parts of Er. Ex 23, attached hereto sets forth the locations of the counties, the population data, the income tax return data and the full value of the taxable property.



	<u>1996 Population</u>
Wood	76,446
Chippewa	53,996
Monroe	38,024
Polk	36,295
Pierce	33,793
Lincoln	28,396
Taylor	19,247
Jackson	17,098
<hr/> Average	<hr/> 37,912
Clark	32,185

Population figures obtained from 1996 Town, Village and City Taxes, Taxes Levied 1996 – Collected 1997,
Wisconsin Department of Revenue

1995 COUNTY REPORTED INCOME TAX RETURNS

(In Descending Order)

<u>COUNTY</u>	<u>FILERS</u>	<u>ADJUSTED GROSS INCOME</u>	<u>TAXABLE INCOME</u>	<u>AVERAGE TOTAL INCOME</u>
WOOD	37,090	1,142,754,018	1,034,681,014	\$30,810
PIERCE	15,279	458,009,718	413,932,304	\$29,976
LINCOLN	13,829	365,673,082	321,202,939	\$26,442
TAYLOR	8,746	226,641,444	200,383,205	\$25,914
POLK	17,619	449,598,896	394,128,021	\$25,518
CHIPPEWA	24,782	621,536,869	540,271,114	\$25,080
MONROE	17,703	425,698,661	367,093,624	\$24,047
JACKSON	8,027	177,177,197	152,177,840	\$22,073
CLARK	14,444	308,258,181	257,997,968	\$21,342

Source: Wisconsin Department of Revenue

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FULL VALUE, EXCLUDING TIF

<u>COUNTY</u>	<u>1996</u>
WOOD	2,476,165,900
CHIPPEWA	1,692,783,300
POLK	1,406,779,350
PIERCE	1,112,139,700
MONROE	1,088,497,200
LINCOLN	987,845,400
JACKSON	549,061,700
TAYLOR	541,213,700
Average	1,231,810,781
CLARK	787,723,320

Source: Town, Village and City Taxes – 1996,
Taxes Levied 1996 – Collected 1997.
Wisconsin Department of Revenue,
Division of State and Local Finance,
Bureau of Local Financial Assistance

FULLVALU

As can be seen from such exhibits, Chippewa County is approximately 40% more populous than Clark County; its average total income per taxpayer is higher than Clark County plus two of the comparables and lower than five of those listed; and as to full value, it is a little more than twice that of Clark County. Wood County exceeds the differential that exists between Clark County and Chippewa County in all three factors in a fairly significant amount. If one were to make a decision at such point, the exclusion of Wood County would be favored, whereas that of Chippewa County is less clear.

The factor of geographical proximity, however, raises a number of questions. Such factor brings into consideration the fact that contiguous areas generally share in the same breadbasket. They generally purchase their necessities from the same general sources. They also share to some degree in the same labor market. They draw their labor supply from the same general area and as such they must compete with their neighbors for their needed labor supply. The basic issue in dispute in this case involves the appropriate level of pay for an employee expected to perform services within the confines of Clark County. It would therefore seem to be quite relevant for the purposes of recruitment and retention of employees by Clark County, that they be relatively competitive to those other counties that share in the same labor market as does Clark County. For such reasons, the consideration of geographical proximity, in my judgment, is a factor as important, if not more important than those of population, income and full value, discussed above.

Analytically, it would seem that the factors of population, full value and income data addresses the comparative economic ability of an employer to meet submitted demands. The factors of geographic proximity and employment data addresses the competitive ability of the employer to obtain and retain employees. Such factors tend to establish the labor market pool in which the employer must compete in order to obtain its employees.

When one analyzes the labor market matter, one must recognize that those counties immediately adjacent, are the ones most competitive to Clark County. That may have been a part of the reasoning by arbitrator Krinsky in including Marathon County in a set of comparables involving the court house non-professionals, and by Arbitrator Fogelberg in including Eau Claire County in the set of comparables involving a Social Services unit. Such possibility brings into consideration other things that affect the competitive labor market. For example, Wood County has two fairly large municipalities within its borders, ie; Marshfield

and Wisconsin Rapids. Those two cities afford a greater supply of job opportunities for people within a reasonable distance. In this day and age commuting is a common occurrence. The same can be said for Chippewa, Eau Claire and Marathon Counties. Each county has a fairly large municipality within its borders within easy commuting access to employees in Clark County.

Another factor subject to consideration in the labor market context concerns the type of employee involved. It appears that arbitrators have considered the labor market factor to be less important in the bargaining unit comprised of law enforcement. (Yaffe and Malamud decisions) In both of those cases the arbitrators applied the smaller group of comparables which excluded the counties of Chippewa and Wood. In the cases involving the Social Services and court house non-professionals (Fogelberg and Krinsky cases) the arbitrators appear to have placed more emphasis on the labor market factor by including a larger but contiguous county as a comparable.

Such different findings by the mentioned arbitrators appears to illustrate the fact that the type of employee that makes up the bargaining unit is relevant to a determination of comparables. Presumably, employees making up a police or fire department might be required to be near their place of duty at all times in case of call-ins or emergencies. Such employees would be less mobile. They are not likely to live in Eau Claire, Chippewa Falls, Marshfield, Wisconsin Rapids or Wausau and commute to Clark County to work at law enforcement.

The same cannot be said for Social Service type employees or possibly for court house non-professionals. Certainly, court house professionals are in that same class, if not more so. The attractiveness of higher wages in municipalities and counties within reasonable commuting distance from Clark County for employees in occupations that do not tie them down to local residency cannot be ignored. Such factors are pragmatic facts that clearly impacts the ability of an employer to attract and retain qualified employees. The unit of court house professionals would certainly fall into the category of employees that is subject to greater mobility and therefore subject to a larger labor market. The union refers at page 6 of their reply brief to the fact that the type of employees involved in a case is relevant to a determination of the comparables.

The parties have included Polk and Pierce counties as ones to be included in the appropriate pool by agreement. They have apparently also agreed to exclude the counties of Eau Claire and Marathon. I will not interfere with what the parties have mutually agreed upon.

I find the considerations favorable to including Chippewa and Wood counties in the comparative pool to be more persuasive than those considerations for exclusion. First, the only arbitration decision involving this bargaining unit utilized the pool including Chippewa and Wood counties. There is no direct evidence that the parties used a pool excluding those two counties during any of their subsequent negotiations resulting in voluntary agreements for that unit. On the basis of distinctions as to the different makeup of bargaining units, it appears that the more mobile units are compared with a bigger comparative pool whereas a less mobile unit, which would presumably be the sheriff's unit, has had a smaller comparative pool applied. Application of the historical data to this case leads one to conclude that Chippewa and Wood counties should be included in the comparative pool. Such conclusion yields consistency with regards to this particular bargaining unit. It further is strongly supported by the considerations applicable to the factor of geographical proximity. Considerations of population and full value considerations are insufficient to outweigh the favorable factors.

WAGE RATE COMPARISONS

The following three attached excerpts of Er Ex. 23 attached hereto titled "Victim Witness Coordinator, Wage Comparison"; "Victim Witness Coordinator, Wage Comparisons, Assuming 1 year of Experience", and "Victim Witness Coordinators, Actual Experience/ Qualifications", sets forth the data from which comparisons can be made.

VICTIM WITNESS COORDINATOR

WAGE COMPARISONS

County	Union/ Non-Union	1996		1997		Years to Max
		Min.	Max.	Min.	Max.	
CHIPPEWA	N-U	11.64	14.90	11.99	15.35	9
JACKSON	U (Courthouse unit)	9.97	12.24	NOT SETTLED		4
LINCOLN	U (Courthouse unit)	9.68	12.65	NOT SETTLED		4
MONROE	N-U					
Hired before 1/1/95		10.21	12.29	11.06	13.31 *	5
Hired after 1/1/95		9.60	11.68	10.43	12.69 *	
PIERCE	U (Courthouse unit)	13.87	14.29	14.21	14.63	1.5
POLK	U (Social Services unit)	13.17	14.39	13.57	14.82	1.5
TAYLOR	U (Courthouse/Social Services unit)	10.13	12.68	10.48	13.12	15
WOOD	U (Courthouse/Social Services unit)	12.77	13.82	1/1 12.90 5/1 13.16 10/1 13.51	13.96 14.24 14.59	8
CLARK	U in 1996 (Courthouse unit)					
	County Offer:	11.09	12.54	11.42	12.92	1.5
	Union Offer:	11.09	12.54	1/1 11.42 7/1 11.57 12/1 11.92	12.92 13.38 13.78	1.5

* Reflects movement from Pay Grade 8 to Pay Grade 9 effective 9/22/97

**VICTIM WITNESS COORDINATOR
WAGE COMPARISONS**

ASSUMING 1 YEAR OF EXPERIENCE

County	Union/ Non-Union	1997 wage rate w/ 1 year experience	Years to Max
CHIPPEWA	N-U	12.30	9
JACKSON	U (Courthouse unit)	10.86	4
LINCOLN	U (Courthouse unit)	10.71	4
MONROE Hired after 1/1/95	N-U	10.84	5
PIERCE	U (Courthouse unit)	14.42	1.5
POLK	U (Social Services unit)	14.19	1.5
TAYLOR	U (Courthouse/Social Services unit)	11.08	15
WOOD	U (Courthouse/Social Services unit)	10/1 13.91	8
AVERAGE		12.29	6
CLARK	U in 1996 (Courthouse unit)		
	County Offer:	12.15	1.5
	Union Offer:	12/1 12.78	1.5

VICTIM WITNESS COORDINATORS
Actual Experience / Qualifications

<u>County</u>	<u>Years in Position as of 10/97</u>	<u>Educational Background</u>	<u>Position Classification</u>
CHIPPEWA	7	Bachelor's degree	Considered part of management group, supervises 1/2 time staff person
JACKSON	4.5	Associate degree	Paraprofessional
LINCOLN	2.5	No degree	Support staff
MONROE	5	2-year degree	Professional, supervises 1 staff person and 2 volunteers
PIERCE	4.5	Bachelor's degree	Support staff
POLK	9	Social Work degree	Professional, supervises 1 parttime secretary
TAYLOR	4	Associate degree	Support staff
WOOD	6	Bachelor's degree	Professional
CLARK	9 months	No degree	Professional

The evidence revealed that the Victim Witness Coordinator position was a newly created position for Clark County and that it was filled with the incumbent employee on or about 1/1/97. As of 10/97 the employee had been in the position for 9 months. (Er Ex 23) The arbitrator has prepared the following chart as drawn from the source exhibits of the employer and the union. The chart is drawn with the intention of placing the current employee in the position on the progressive wage schedule that she would be if employed by such comparative county with her equivalent length of service. For purposes of simplifying the placement into the respective wage schedules, the grievant will be presumed to have one year of service.

County	6 mo	1 year	18 mo
Wood		13.91*	*rate effective 10/1/97
Chippewa		12.28	
Taylor		11.08	
Monroe		8.91	
Jackson		11.19**	**1996 rate increased by 3%
Lincoln		10.68**	** id
Average for above 6 counties = \$11.34			
Pierce	14.42***		***employees advance to the top step after 1.5 yrs.
Polk	14.62***		***id
Average for above 8 counties = \$12.14			

From the above data it appears that some influences other than the comparative factors of population, full value and income causes the rates for the position at Pierce and Polk counties to deviate as markedly as they do from the counties that are in the vicinity of Clark County. Judicial notice of their proximity to the metropolitan area of Minneapolis-St. Paul may be a major contribution to such difference. In any event, the parties have agreed that they are to be included in the pool of comparables and they will therefore be considered and afforded equal weight.

This arbitration does not involve what the level of pay is to be for such position or any others for years subsequent to 1997. The appropriate rate for 1997 is the sole issue to be resolved. The future is left to the parties to negotiate. If the incumbent remains in such position, her length of service would become longer and any comparison would presumably also be elevated accordingly. Such matters, however, are left to the parties for resolution.

If the issue in the case involved a single job classification that was filled by a number of employees, the above analysis would be possible, but would not be realistic. If the issue involved the usual type issue wherein it involved all classifications in a bargaining unit, the analysis employed above would also be unrealistic. Comparisons in those type situations would involve the usual comparison employed by arbitrators, ie; the total wage schedule of each classification to the total wage schedule of the comparable classification. In such cases, averages or medians are most often employed.

In this case, however, it doesn't make sense to use averages or medians. It would not be a fair comparison to compare an employee with one year of service who reaches the maximum of a pay range in 1.5 years to the maximum in a comparable county where an employee reaches the maximum in 4, 5, 8, 9, or 15 years. Such comparison simply is not realistic.

OTHER ARGUMENTS AND DISCUSSION THEREON

The parties addressed the fact that the State of Wisconsin contributes the major portion of the pay to the county for the Victim Witness Coordinator position. The union contends such fact distracts from the county's argument concerning the impact on their budget and the taxpayers of the county. The county argues that such fact is not relevant to the issue of what the appropriate comparative rate of the position should be. I agree with the county on such point. If anything, such fact serves to minimize the weight to be given the factors of population, full value and income data in the determination of the appropriate comparables and serves to lend more support to the considerations of specific comparability of the rate for the position in Clark County to those in the comparable pool.

Both parties acknowledge in their briefs that the statutory factors "7. Factor given greatest weight" and "7g. Factor given greater weight" are not applicable to the issue in this case. Neither party presented evidence, either testimonial or documentary, addressed to such factors and neither party advanced any argument toward such matters. Their arguments have been addressed to the more traditional criteria that would normally be applied to an issue involving a job classification as opposed to that of a general wage increase.

The major argument advanced by the union was directed at establishing that the new Victim Witness Coordinator position in Clark County was comparable to the current position of Outpatient Services Coordinator. The union compared the job descriptions of the two classifications, reviewed the duties and responsibilities of the current employee in the Outpatient Services Coordinator

position and concluded that the two were reasonably comparable as to duties and responsibilities.

The county disagreed with the union's contention. They contended the duties and responsibilities of the Outpatient Services Coordinator were substantially different. In their reply brief they state, "The Outpatient Services Coordinator position is more complex, demands greater assessment and analytical skills, and requires a more advanced educational background "

It is very difficult to reconcile the opposing views of the parties on the subject of duties and responsibilities of the two positions. The two positions are different. They each serve a different purpose for the most part. While there may be some overlap in their job performance, the evidence is not sufficient to make an informed finding that they either are or are not comparable. Comparison to the same classification in other counties is much more definite and certain. The union's argument may have merit, but it is not proven by the evidence. The evidence on similarity of duties and responsibilities, for the most part, is subjective on the part of the proponents.

The parties also presented argument concerning the level of education that is required of employees in the Victim Witness Coordinator position. The evidence shows considerable inconsistency in the level at which the various counties place such position. Some require degrees, others do not. The level of education is similarly varied. Also, the position itself is filled by varied levels of employees from that of professional to management to support staff. The argument concerning level of education required for the job is simply not subject to any specific finding that would be meaningful to the choice of selecting one final offer over the other.

All other arguments that have been made by the parties has been considered by the undersigned. Further discussion of such other arguments is omitted herein because none are deemed to be controlling or substantially relevant to a final determination of the issue presented and are omitted herein in the interest of brevity..

CONCLUSIONS

The average for the position of Victim Witness Coordinator with one year of service under the wage schedule, among the 8 county comparative pool, is shown to be \$12.14. Under the county's final offer, the employee would be at the rate of \$12.15 after 6 months of service, and as such, would have been at such rate for approximately half of the 1997 contract year. The union's final offer is far

in excess of such level, although they must be commended for formulating their step increase proposal in a way so as to minimize the cost impact of the position for the 1997 contract year.

I am perplexed by the wide variation in the number of years the comparables have in place for an employee to progress from the start to the maximum. If the position is as complex as some would make it, a longer period of progression would seem to be warranted. From an examination of the classification description, however, it would seem that where the time provided for progression from the bottom to the maximum is short, such as 1.5 years, one might conclude that the position is not so complex. Inasmuch as it is a position that is compensated in large part by the state, one would assume that the duties and responsibilities of the position would be relatively the same. The wide variation in the times required for employees to progress from the start rate to the maximum, however, does not bear out such assumption. There simply is no consistency on such matter. Adjacent Taylor county requires 15 years to progress to the maximum, while adjacent Jackson county requires 4 years for such progression. How such substantial deviation can be justified is a mystery.

In an attempt to be more fair to a recognition of the maximum rates in effect in the comparable counties, I have made a comparative analysis of the maximum rate as proposed by the union and the county in Clark county to the effective rates that would presumably be in effect at the 4 year level in the comparables. I have used 4 years because two of the primary six comparables are at 4 years and one is at 5 years. The maximum rate would then be utilized in the two who are at the 4 year progression and the 4th year rate would be utilized for the others. The rates for the counties of Jackson and Lincoln would be presumed to be increased by 3% for the year 1997. The rate effective 5/1/97 at step 4 was also used for Wood county.

Based on such computation, the average 4 year rate for the six counties of Wood, Chippewa, Taylor, Monroe, Jackson and Lincoln would be \$12.83. If one included the counties of Pierce and Polk the average would be \$13.30.

Against such averages one has the county's offer of \$12.92 and the union's final offer end rate of \$13.78.

The county's offer exceeds the 6 county average by 9 cents per hour.
The 8 county average exceeds the county offer by 39 cents per hour.
The union offer exceeds the 6 county average by 95 cents per hour.
The union offer exceeds the 8 county average by 48 cents per hour.

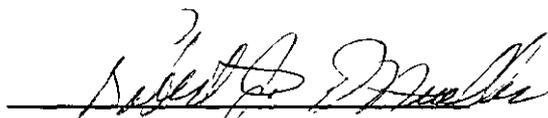
It appears from such data that the county's final offer is the closest to the above 4 year comparison, as well as being much closer to the initial one year analysis set forth earlier in this decision.

It therefore follows on the basis of the above facts and discussion thereon that the undersigned issues the following decision and,

AWARD:

The final offer of the County is awarded along with the agreed upon stipulations and all unchanged provisions of the predecessor agreement to serve as the parties successor agreement.

Dated January 12, 1998


Robert J. Mueller